

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: July 1, 2014 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Second Amendment to Interlocal Agreement (R2004-0568) with the School Board of Palm Beach County, Florida (“School Board”) to retroactively extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County’s 800 MHz Radio System to March 30, 2019.

**Summary:** The Agreement which provides the terms and conditions under which the School Board can program into its radios and utilize the countywide common talk groups for certain inter-agency communications expired on March 29, 2014. The Agreement provided for three (3) renewal options, each for a period of five (5) years. The School Board has approved a retroactive renewal to extend the term of the Agreement to March 30, 2019 and the renewal now requires Board approval. The terms of the Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies with 800 MHz trunked radio capabilities. There are no charges associated with the Agreement. The School Board is required to pay all costs associated with the School Board’s subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause. This Second Amendment renews the term, updates the notice provisions, updates the attachments, provides for disclosure of County Code Section 2-421 - 2-440 establishing the Office of the Inspector General, and School Board Policy 1.092 establishing the School Board Inspector General, and provides for disclosure of County Resolution 92-13 prohibiting discrimination. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

**Background and Justification:** On March 30, 2004, the Board approved the Agreement with the School Board for a period of five (5) years. On July 7, 2009, the Board approved a First Amendment to the Agreement extending the term to March 30, 2014. After approval of the Second Amendment, there will be one (1) remaining renewal option.

**Attachments:**

Second Amendment

Recommended By: Army Wolf 5/27/14  
Department Director Date

Approved By: [Signature] 6/10/14  
County Administrator Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>* _____</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes  X No

Budget Account

No:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\*There is no fiscal impact with this item.

*W* 5/27/14

**C. Departmental Fiscal Review:** \_\_\_\_\_

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development Comments:**

*[Signature]*  
 OFMB *6/4*

*[Signature]* 6/6/14  
 Contract Development and Control

**B. Legal Sufficiency:**

*[Signature]* 6/10/14  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

4/16/14  
SP1

## SECOND AMENDMENT TO INTERLOCAL AGREEMENT

**THIS SECOND AMENDMENT** to Agreement R2004-0568 dated March 30, 2004, as amended by R2009-1085 (collectively referred to herein as the "Agreement"), is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Participant" or "School Board").

In consideration of the mutual promises contained herein, the County and Participant agree as follows:

1. The term of the Agreement expired on March 29, 2014 and shall be retroactively extended to March 30, 2019, pursuant to the exercise of the second five (5) year renewal option.
2. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.
3. Attachment II is hereby deleted in its entirety.
4. All references in the Agreement to "Communication Division" shall be deleted and replaced with "Electronic Services & Security Division".
5. All references in the Agreement to the 800 MHz Trunked Radio System shall be deleted and replaced with the Public Safety Trunked Radio System ("System").
6. Section 1.025 of the Agreement is deleted in its entirety and replaced with the following:

1.025 System: The Public Safety Trunked Radio System funded, purchased, installed, maintained and owned by the County.
7. Section 1.026 of the Agreement is deleted in its entirety and replaced with the following:

1.026 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

8. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the Participant's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 am to 5:00 pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.

9. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The System Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the system and procedures for input through the user committees into operating and procedure development.

10. Section 3.04 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The Participant shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

11. Section 3.05 of the Agreement is deleted in its entirety and replaced with the following:

3.05 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment I, as may be amended and updated from time to time.

12. Section 4.05 of the Agreement is deleted in its entirety and replaced with the following:

4.05 Access and programming codes will only be released to: 1) service staff employed by the Participant, 2) approved commercial service providers under contract with Participant, 3) County departments (PBSO, Fire Rescue and/or the County's Electronic Services & Security Division, or 4) another Federal agency, State Agency and/or Participant that has in-house service personnel and an agreement with the County.

13. Section 5.01 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The County's Talk Group and Radio ID allocations are on file with the County and are available upon request.

14. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

With a copy to:

Radio System Administrator  
2601 Vista Parkway  
West Palm Beach, FL 33411

County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the Participant:

Superintendent  
The School Board of Palm Beach County  
3320 Forest Hill Blvd, C-316  
West Palm Beach, FL 33406

With a copy to:

General Counsel  
The School Board of Palm Beach County  
P.O. Box 19239  
West Palm Beach, FL 33416

Chief of Police  
The School Board of Palm Beach County  
3300 Forest Hill Blvd, Bldg B-127  
West Palm Beach, FL 33406

15. Section 18 is hereby added to the Agreement as follows:

**SECTION 18: INSPECTOR GENERAL AUTHORITY**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Office of the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 126.69, Florida Statutes, in the same manner as a second degree misdemeanor.

County agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the County with regard to this Agreement. The County employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the County understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

16. Section 19 is hereby added to the Agreement as follows:

**SECTION 19: NONDISCRIMINATION**

School Board and County certifies that each shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national

origin, religion, ancestry, age, marital status, familial status, sexual orientation, disability, gender, gender identity or expression, or genetic information.

17. Except as modified by this Second Amendment and the previous amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Participant and County.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

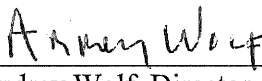

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

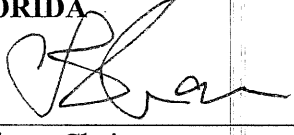
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

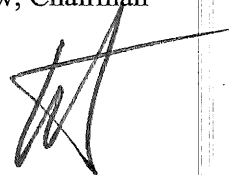
APPROVED AS TO TERMS AND  
CONDITIONS

By:    
Audrey Wolf, Director  
Facilities Development & Operations

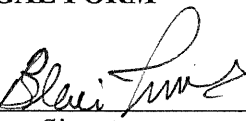
THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

By:   
Chuck Shaw, Chairman

April 16, 2014  
Board Approval Date

By:   
E. Wayne Gent, Superintendent

REVIEWED AND APPROVED AS TO  
LEGAL FORM

By:  3/11/14  
Signature Date

Blair Littlejohn  
School Board Attorney (Print Name)



Attachment I

PALM BEACH COUNTY  
PUBLIC SAFETY RADIO SYSTEM  
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. System Maintenance and Administration Plan	June 6, 2002